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UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

SELECTIVE INSURANCE COMPANY OF
SOUTH CAROLINA

Plaintiff

v.

CITY WIDE REALTY, INC., ETELIA PERRY
and METAL CHESTNUT, INC.

Defendants

Case No. 2:18-CV-01847-JS

JAN 8 2019

**ORDER ON PLAINTIFF'S MOTION FOR ENTRY OF
DEFAULT JUDGMENT FOR DECLARATORY RELIEF**

IT IS hereby ORDERED and DECREED that Plaintiff's Motion for Entry of Default Judgment for Declaratory Relief is hereby GRANTED. It is further hereby ORDERED, in accordance with the Federal Rule of Civil Procedure 55(b) that:

- (a) The liability alleged against City Wide Realty, Inc. ("City Wide") in *Emelia Perry v Metal Chestnut, Inc. and City Wide Realty, Inc.*, PCCP July Term 2017, No. 002320 (the "Underlying Action") is not covered by and/or is excluded from coverage under Selective Insurance Company of South Carolina's ("Selective") Business Owners Insurance Policy issued to City Wide, Policy No. 2273757 (the "Policy");
- (b) Selective is not required to provide coverage, indemnification or a defense to City Wide for the claims and liability asserted in the Underlying Action;
- (c) City Wide is not entitled to insurance coverage, indemnification or defense costs from Selective under the Policy for the claims and liability alleged against it in the Underlying Action.

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